

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:
JOANN INC., *et al.*,

Debtors.

)
) Chapter 11

)
) Case No. 25-10068 (CTG)
) (Jointly Administered)

)
) **Re: Docket No. 760**

**U-BLAINE PROPERTIES LLC’S OBJECTION TO FIRST
NOTICE OF ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACT AND/OR UNEXPIRED LEASES**

U-Blaine Properties LLC (“U-Blaine”), by and through undersigned counsel, files this objection (the “Objection”) to the Debtors’ proposed Cure Amount stated in the First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases [Dkt. No. 760] (the “Cure Notice”). In support of its Objection, U-Blaine states as follows:

Background

1. U-Blaine and Debtor Jo-Ann Stores, Inc. (“Stores”) are parties to a Lease dated August 26, 2008 (as amended, the “Lease”) under which Stores leases approximately 23,028 square feet of the ground floor area in the shopping center known as Oak Pointe Plaza located at 4045 Commonwealth Avenue, Eau Claire, Wisconsin (the “Premises”). The Debtors have identified such Premises as Store No. 1866.

2. On April 28, 2025 the Debtors filed the Cure Notice and scheduled the Lease on the list of executory contracts that the Debtors desire to assume and assign to Burlington Coat Factory Warehouse Corporation (“Burlington”).

Cure Amount Objection

3. U-Blaine objects to the Cure Notice to the limited extent that the Cure Notice understates the amount necessary to cure outstanding payment defaults by Stores.

4. According to U-Blaine's records, the total amount outstanding under the Lease by Stores is \$266,636.02, as detailed on the attached **Exhibit 1**. The Cure Notice inexplicitly asserts that the amount necessary to cure all defaults by Stores under the Lease is only \$25,388.94, creating a discrepancy of \$241,247.08.

Cure of Defaults Under § 365(b)(1)(A)

5. Under 11 U.S.C. § 365(b)(1)(A), the debtor-in-possession may not assume and assign an executory contract unless the debtor-in-possession "cures, or provides adequate assurance that [it] will cure" any monetary defaults under the contract. *See Spyglass Media Group, LLC V. Bruce Cohen Productions, et al., (In re Wienstein Company Holdings)*, 997 F.3d 497, 501 (3d Cir. 2021) ("To assume an executory contract, a debtor must cure existing defaults and put the contract in the same place as if the bankruptcy never happened."); *see also In re Airlift Intern, Inc.*, 761 F.2d 1503, 1508 (11th Cir. 1985) ("Upon assuming an executory contract or unexpired lease under section 365, the estate must (i) cure all defaults, (ii) compensate the other party for any pecuniary losses arising from such default, and (iii) provide adequate assurance of future performance under the agreement.").

6. The Debtors identification of the Lease with U-Blaine in the Cure Notice fails to provide accurate cure amounts.

7. U-Blaine objects to the assumption and assignment of the Lease unless the Debtors cure all monetary defaults under the Lease, which are currently no less than \$298,225.79.

Reservation of Rights and Notice

8. U-Blaine reserves its right to supplement, amend or modify this Objection, including the cure amounts to include additional amounts that may be or become due, and further

reserves any other rights that it may have under applicable law. Nothing herein is intended to be a waiver by U-Blaine of any right, objection, argument, claim, or defense with respect to any matter, all of which are hereby expressly reserved.

WHEREFORE, U-Blaine respectfully requests that the Court condition any assumption of the Lease on the Debtors paying the full cure amount of the Lease, which is no less than \$298,225.79, and grant such other and further relief as is just and equitable.

Dated: May 6, 2025

CROSS & SIMON, LLC

/s/ Kevin S. Mann

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